

# EXHIBIT I

Carolyn Hunt Cottrell (SBN 166977)  
Ori Edelstein (SBN 268145)  
Michelle S. Lim (SBN 315691)  
SCHNEIDER WALLACE  
COTTRELL KONECKY  
WOTKYNS LLP  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
Telephone: (415) 421-7100  
Facsimile: (415) 421-7105  
ccottrell@schneiderwallace.com  
oedelstein@schneiderwallace.com  
mlim@schneiderwallace.com

Attorneys for Plaintiff, the Collective and  
Putative Class

*Additional Counsel on the following page*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

PAUL MONPLAISIR, on behalf of himself and  
all others similarly situated,

Plaintiff,

vs.

INTEGRATED TECH GROUP, LLC and  
ITG COMMUNICATIONS LLC,

Defendants.

Case No.: 3:19-cv-01484-WHA

**DECLARATION OF MARCUS BRYDIE**

Judge: Hon. William Alsup

1  
2 Sarah R. Schalman-Bergen (admitted *pro hac vice*)  
3 Krysten Connon (admitted *pro hac vice*)  
4 BERGER MONTAGUE PC  
5 1818 Market Street, Suite 3600  
6 Philadelphia, Pennsylvania 19103  
7 Tel: (215) 875-3000  
8 Fax: (215) 875-4604  
9 sschalman-bergen@bm.net  
10 kconnon@bm.net  
11  
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Attorneys for Plaintiff, the Collective  
and Putative Class

**DECLARATION OF MARCUS BRYDIE**

I, Marcus Brydie, have personal knowledge of the facts stated in this declaration and would testify to those facts if called upon to do so.

1. I am an adult resident of Boynton Beach, Florida.
2. I worked as a Technician for Integrated Tech Group, LLC and ITG Communications LLC (collectively “Defendants” or “ITG”) in Florida.
3. I worked as a Technician in Florida from approximately August 2017 until April 2019.
4. I worked in the Boynton Beach branch.
5. During my time working for ITG as a Technician, I performed various services, all related to the installation and repair of wireless services for ITG’s client(s). The services included, installing cable, Internet and telephone; troubleshooting; running new telephone lines; running coax cables for new outlets; installing ground cable; educating customers on equipment; providing customer service; and replacing and installing drops.

**EXPERIENCE WORKING AT ITG AS A FIELD TECHNICIAN**

**TYPICAL WORK DAY**

6. ITG required that I underreport my time, resulting in a substantial number of hours worked for which I was not compensated. ITG told me to enter that my beginning time was typically an hour after I actually started working, and ITG typically required me to enter that I stopped working several hours before I actually stopped working. Specifically, Technician Supervisors instructed me to reduce my true hours worked in order to show higher production and increase my hourly rate. My Supervisors, Carmen, Junior and Huen, told me I was not allowed to

1 clock in until 8:00 a.m. although I started working over an hour and a half (1.5 hours) earlier. My  
2 Supervisors, both Junior and Carmen, and my Manager Frank, told me to enter less hours and this  
3 would show higher production. Frank said, “the more jobs you complete, the more you get paid  
4 and to keep my hours down.”

5           7. ITG notified me of my jobs for the day at approximately 7:15 a.m. through “Tech  
6 Net,” which was later replaced by “Tech 360,” which are applications ITG used for managing jobs.  
7 In addition to being notified by Tech Net and later Tech 360, my Supervisor on duty, either  
8 Carmen, Junior (Hemberto) or Huen, would call me on my personal cellphone if I had not logged in  
9 by 7:00 a.m. I used my personal cellphone to log into Tech Net from approximately August 2017  
10 until approximately November 2018.

11           8. Throughout my time working as a Technician for ITG, I typically arrived to work  
12 around 6:30 a.m. each day. My day typically began at the warehouse, where I would load up my  
13 truck with equipment. I waited in line for the equipment between thirty (30) minutes and one (1)  
14 hour a day. This time worked was not recorded.

15           9. Approximately one day per week, I was also required to report to the warehouse  
16 even earlier so that ITG could perform an inventory of the equipment in my vehicle and so I could  
17 obtain additional equipment, e.g., modems, cable boxes, remotes, cable cords, coax cables,  
18 telephone line cubes, electrical tap, stickers, signs, nails, silicone, Ethernet cable, amplifiers, tie  
19 wrap, ground wire, DVR boxes, grounders (for aerial drops), splitters, fittings, plastic moldings and  
20 wood putty from ITG. My Supervisors, Carmen, Junior (Hemberto) and Huen instructed me not to  
21 enter the time spent during these inventory check-ins on my time sheets. As a result, I was not paid  
22 for those additional hours of work.

23           10. My Supervisors Carmen, Junior (Hemberto) and Huen required me to attend  
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1 mandatory weekly meetings to discuss installations and ways to increase productivity. These  
2 meetings were typically between forty (40) minutes to one hour and a half (1.5 hours) each week. I  
3 do not believe that I was paid for attending these meetings.

4           11. Typically, ITG assigned me between eight (8) and nine (9) jobs per day. ITG  
5 assigned me as many as ten (10) jobs in a single day. It is my understanding that ITG limited the  
6 allotment of time for each job to a two (2) hour time frame regardless of the scope of work to be  
7 performed. Individual jobs typically took between thirty (30) minutes and four (4) hours to  
8 complete, however, one job could take an entire day to complete.

9  
10           12. There were some days I was assigned my full work load and also had to help other  
11 Technicians. ITG did not count jobs originally assigned to other Technicians toward my jobs  
12 assigned and completed per day. Therefore, in addition to the jobs assigned to me by ITG, my total  
13 jobs for the day would increase as much as one (1) extra job per day.

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15           13. During the course of the day, ITG sometimes added or removed my job assignments  
16 from Tech Net, and later Tech 360. Throughout my employment there were many times I would  
17 click on an assigned job, accept the job, enter the job location in the GPS, and drive to the  
18 customer's home. When I arrived at the job and parked the truck outside the customer's home, I  
19 would then sign into the job. Between two (2) and three (3) times a week, ITG removed the job  
20 from the system after I had already arrived at the customer's home. I typically waited an extra  
21 thirty (30) minutes for the job to come back, but it rarely did, even after I complained to my  
22 Supervisor. I do not believe that I was paid for the time spent driving to the canceled job or waiting  
23 for it to come back.

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25           14. Similarly, jobs were also taken away from me when I was in the middle of a job or  
26 had completed the job, but had not yet signed into Tech Net or Tech 360 to enter that I completed  
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1 the job. I would call my Supervisor on duty, either Carmen, Junior or Huen, to complain and this  
2 was rarely resolved. I do not believe that I was paid for the time spent on these jobs.

3 15. After I completed a job, I would drive to the next job. The drive time between jobs  
4 often took between twenty (20) minutes and forty-five (45) minutes, and sometimes as long as one  
5 (1) hour. ITG, however, made me underreport my drive time.

6 16. My day usually ended between 7:30 p.m. and 8:30 p.m. I would drive home after  
7 completing my last job except for once every other week I would drive to the warehouse after my  
8 last job to return equipment and for ITG to check the status of the equipment. This usually took me  
9 about two (2) hours due to the long lines. I do not believe I was paid for this time.

10 17. In total, I would work typically six (6) days per week, between thirteen (13) and  
11 fourteen (14) hours per day, and between seventy-eight (78) and eighty-four (84) hours per week.

### 12 MEAL BREAKS

13 18. As a Technician, I usually was not provided with full 30-minute meal period during  
14 which I was able to be relieved of all duties. I was too busy to take meal periods because of ITG's  
15 demanding schedule. The number of jobs assigned in a given day, the amount of time jobs typically  
16 took to complete, and the pressure placed upon me by Supervisors to complete all daily assignments  
17 made it nearly impossible to take a meal break.

18 19. Managers and Supervisors did not enforce a 30-minute meal period. Instead, I was  
19 directed by my Supervisors, Carmen, Junior and Huen, to work through my meal periods. Any time  
20 I took to eat would typically take place while I was driving from one job to another, and even then,  
21 I was required to have my phone on me at all times and be available to respond to any work calls.

22 20. I was considered "on duty" and I generally worked through my meal breaks. I do  
23 not believe I was paid appropriately.

**REST BREAKS**

21. As a Field Technician, I generally was not provided rest breaks. There was no particular schedule for rest periods. This was true throughout my employment with ITG.

22. My Supervisor instructed me to continue working until each job was finished. Once I would finish one job, I was instructed to move on to the next job. I was not allowed rest breaks.

23. I do not believe that I was paid for working through my rest breaks. I was considered “on duty” and, although I worked through my rest breaks. I do not believe I was paid appropriately.

**MANDATORY TRAINING**

24. ITG required me to attend a full day, mandatory orientation session to familiarize myself to ITG’s policies and practices. The orientation took a full day to complete and I do not believe that I was compensated for this time.

25. After I completed the orientation session, ITG had me accompany an experienced ITG Technician for two and a half (2.5) weeks in order to learn the job assignments. I was not compensated for all the hours worked even after complaining to my Supervisor.

**COMPENSATION**

26. While working for ITG, I entered codes and hours through the Penguin application, which was replaced by the Fuse application, for the various job tasks I performed, and each of those codes corresponded to a specific dollar amount.

27. ITG would regularly delete codes for tasks I had completed, or change the codes to a lower paying code. My Supervisors, Carmen, Junior and Huen, would instruct me not to enter a



code at all, even though I completed the corresponding task. My Supervisors, Carmen, Junior and Huen, told me not to enter any codes when assisting other Technicians with jobs.

28. My finalized time entries were not accurate and showed a lower number of hours than I actually worked. My time entries either omitted or underreported the actual amount of time I spent: attending orientation and training, working prior to my shifts, taking any meal break, working on jobs that took over two hours, and driving to and between jobs.

29. I did not receive accurate wage statements. My pay stubs showed several regular and overtime rates, but they did not reflect my specific tasks or jobs. My pay stubs did not include all the hours I worked, compensation for missed meal and rest periods, or all of the jobs or tasks I completed.

#### **BUSINESS EXPENSES**

30. In order to do my job, I had to purchase tools and equipment, such as a wireless drill, drill bits, pliers, screwdriver, staple gun, nails, splitters, net gear, many types of cable, a cellular phone through ITG's payment plan, boots, and pants. ITG did not provide proper tools necessary to complete the jobs assigned. I purchased tools and supplies and I was not reimbursed. Each month I spent approximately \$100 on tools and supplies. I was never reimbursed for these expenses.

31. ITG has a Payment Program where ITG loans funds for the purchase of tools needed to complete jobs assigned by ITG. I only signed the loan agreement for the iPhone. However, ITG also charged me approximately \$2,000 for equipment I never received. I was charged for tools that I never received.

32. The Penguin system showed deductions for the supplies necessary to purchase in order to complete the jobs assigned by ITG. Once ITG transitioned from using the Penguin

1 application to the Fuse application, I was unable to see the dollar amount deductions taken out of  
2 my paycheck for tools and supplies.

3 33. I paid for the majority of fuel that I needed. ITG sometimes provided fuel cards, but  
4 there were restrictions on the amount of fuel I could purchase and restrictions of where I could  
5 purchase the fuel. For the majority of the time, ITG did not supply fuel cards and I ended up paying  
6 for most of the fuel myself. I was not reimbursed, even after I provided fuel receipts. I was only  
7 supplied a fuel card my last four (4) months at ITG. Before the fuel card, I spent approximately  
8 \$100 a week on fuel.

10 34. I believe that ITG made other deductions from my pay. For example, if a customer  
11 called back with the same service issue, or something was not working properly, I believe  
12 replacement parts were deducted. I also believe that I was charged for equipment I never lost, and  
13 damage to a customer's home that never occurred. I could see the deductions on Penguin and  
14 would complain to my Supervisors, Carmen, Junior and Huen; but these issues would not get  
15 resolved. Once ITG transitioned to Fuse, I was not able to see any deductions. I believe that ITG  
16 continued to make these deductions.

### 18 EMPLOYMENT

19 35. ITG required I sign a number of documents in order to work for the company. I felt  
20 that if I did not sign the documents, I would not be able to work for ITG.

21 36. I was only given a few minutes to look at these documents and I did not receive a  
22 copy of them after I signed them. I was afraid to ask any questions.  
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1 I declare under penalty of perjury under the laws of the State of Florida that the foregoing is  
2 true and correct and based upon my own personal knowledge.

3 Executed on this <sup>31</sup>\_\_\_\_ day of May, 2019.

DocuSigned by:

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Marcus Brydie